

The 8th July, 1987

No. 9/1/87-6Lab./4925.—In pursuance of the provision of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Ambala in respect of the dispute between the workman and the management of M/s Market Committee, Gharonda Distt. Karnal.

IN THE COURT OF SHRI V. P. CHAUDHARY, PRESIDING OFFICER, LABOUR COURT, AMBALA

Ref. No. 110 of 1986

SHRI PAWAN KUMAR, WORKMAN, C/O SHRI M. L. CHANDNA, 38-A, PRITAM NAGAR, KARNAL
AND THE MANAGEMENT OF THE MESSRS MARKET COMMITTEE, GHARONDA,
DISTT. KARNAL

Present : Shri M. L. Chandna for workman,

Shri J. P. Singh for respondent.

AWARD

The Hon'ble Governor of Haryana in the exercise of powers conferred,—vide clause (C) of sub-section (i) of section 10 of Industrial Disputes Act, 1947 referred dispute between Shri Pawan Kumar and Messers Market Committee, Gharonda, Distt. Karnal to this Court. The terms of the reference are as under:—

Whether termination of services of Shri Pawan Kumar, workman is just and correct, If not, to what relief is he entitled ?

Workman alleged that he had been in the service of respondent management for 1½ years. His services were discontinued on 30th June, 1985 by the Chairman illegally and one Shri Raj Pal was appointed in his place. He prayed that his termination is violative to provisions of section 25 (F) of Industrial Disputes Act, 1947. He prayed for his reinstatement with continuity in service and with full back wages.

Respondent-management contested the dispute and contended that the reference is not maintainable because the workman never worked continuously for one year in the employment of respondent as required under section 25 (B) of Industrial Disputes Act. It was also contended that it is a case of non-renewal of service contract and not a case of termination. Applicant was appointed along with other three workman on daily wages basis for different periods i. e. from 1st October, 1984 to 28th December, 1984 then he was again employed on 10th April, 1985 for three months. Thereafter ; he was also given job on 11th April, 1986 and so on. It was further contended that the allegations levelled by workman against Shri Ishwar Singh, Chairman and others are baseless and incorrect, so the reference be answered against the workman.

On the pleadings of the parties the following issues were framed :

1. Whether termination of services of Shri Pawan Kumar is unjust and illegal, if so, its effect ? OPW
2. Relief.

I have heard Shri M. L. Chandna for workman and Shri J. P. Singh for respondent-management and have perused the oral and documentary evidence placed on the file. My issue-wise findings are as under :

Before switching on discussion on the merits of the case I would like to mention here that workman examined. Three witnesses while respondent filed to examine any witness. In spite of, affording five opportunities, evidence of respondent-management was closed by order.

Issue No. 1 :

In support of this issue workman examined AW-1 Shri Prem Chand who deposed that workman Shri Pawan Kumar joined service of respondent-management in October, 1983 and worked up to 31st January, 1984. Thereafter ; he again joined service of respondent in April, 1984 and worked up to June, 1985. AW-2 Shri Sushil Kumar also made similar statement. Shri Pawan Kumar examined as AW-3 he stated that he joined service of respondent on 1st October, 1983 and worked up to June, 1984, he again joined service of respondent in April, 1984 and worked up to 30th June, 1985 at the monthly wages of Rs. 390/- He further deposed that while terminating his service no notice was issued to him, no wages, in lieu of, notice period were paid to him, no retrenchment compensation was paid. One Shri Raj Pal near relation of Shri Ishwar Singh, Chairman was appointed in his place.

Statement of AW-2 goes un-challenged because not even a single question was put to him. In his cross-examination even there is no suggestion regarding his examination in chief. Moreover statements of AW-2 and AW-3 also go un-rebutted because respondent management failed to examine any witness in other words respondent did not appear to deny the claim of workman on oath so the evidence of workman has to be believed

that initially he served respondent from October, 1983 to January, 1984 and then from April, 1984 to June, 1985 which shows that workman remained in the employment of respondent more than 240 days. It is also evident that his services were terminated without issuing any notice, without making payment of any wages, in lieu of, notice period and no retrenchment compensation was paid to him, so there is a clear violation of provisions of section 25 (F) of Industrial Disputes Act, 1947 by the respondent while dispensing with services of Shri Pawan Kumar, workman. So, this issue is decided, in favour of workman against the respondent.

Issue No. 2 :

For the fore-going reasons on the basis of my findings on issue No. 1, I order the reinstatement of workman with continuity in service, however without back wages because during this period he did not discharge any function for respondent and had been employed elsewhere as stated by AW-2. So, I pass award regarding the controversy between the parties accordingly.

V. P. CHAUDHARY, ¹

Presiding Officer,
Labour Court, Ambala.

Dated the 14th May, 1987.

Endst No. 1071, dated the 15th May, 1987

Forwarded (Four Copies) to the Financial Commissioner and Secretary to Govt., Haryana, Labour & Employment Departments, Chandigarh as required under section 15 of Industrial Disputes Act, 1947.

V. P. CHAUDHARY,

Presiding Officer,
Labour Court, Ambala.

No. 9/1/87-6Lab/4926.—In pursuance of the provision of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Ambala in respect of the dispute between the workman and the management of M/s. The Ambala Central Co-operative Bank, Ltd., Ambala City.

IN THE COURT OF SHRI V.P. CHAUDHARY, PRESIDING OFFICER, LABOUR
COURT, AMBALA

Ref. No. 194 of 1984.

(Old No. 33 of 1984)

SHRI ARUNESH DUTT WORKMAN AND THE MANAGEMENT OF THE MESSRS THE
AMBALA CENTRAL CO-OPERATIVE BANK LTD., AMBALA CITY.

Present: Shri Janak Raj Sharma for workman.

Shri Gian Grewal for respondent.

AWARD

The Hon'ble Governor of Haryana in the exercise of powers conferred,—*vide* clause (C) of sub-section (i) of section 10 of Industrial Disputes Act, 1947 referred dispute between Shri Arunesh Dutt, workman and Messrs The Ambala Central Co-operative Bank Ltd., Ambala City originally to Labour Court, Faridabad. The terms of the reference are as under:—

Whether termination of Services of Shri Arunesh Dutt workman is just and correct, if not, to what relief is he entitled ?

The Court was created in April, 1984 so this reference was received by transfer.

Workman through his demand notice alleged that he joined service of respondent-management by Ambala City on 21st October, 1981 as a Secretary and was posted in the Hema Majra Co-operative Credit and Service Society Ltd., Hema Majra, Mullana Branch against the Vacant post. His services were terminated on 31st September, 1983 w.e.f. 1st October, 1982 without any reason. He alleged that he had completed services of 240 days to his credit. Respondent-management terminated his services in violation of provisions of section 25 (F) of Industrial Disputes Act, 1947. He prayed for his reinstatement with continuity in service and with full back wages.

Respondent-management contested the dispute and contended that Labour Court has got no jurisdiction to try and hearing the present Industrial dispute. It was further contended that applicant was appointed on contractual *ad hoc* basis for a limited period for 89 days, after which the services stood terminated. It was also contended that workman never completed service of 240 days, so compliance of provisions of section 25(F) of Industrial Disputes Act was not binding upon the management.

On the pleadings of the parties the following issues were framed for the just decision of the dispute between the parties.

Issues :

1. Whether termination order dated 1st October, 1983 of the services of workman as per reference is justified if not, its effect ?
2. Whether Labour Court has got no jurisdiction to this dispute ? OPM
3. Relief .

I have heard Shri Janak Raj Sharma for workman and Shri Gian Grewal for respondent-management and have perused the oral and documentary evidence placed on the file. My issue-wise finding are as under:

Issue No. 1:

In support of this issue management examined Shri Satish Kumar, Executive Officer as MW-1 who deposed that workman Shri Arunesh Dutt was appointed in October, 1981 on ad hoc basis for 89 days. Copy of appointment letter is Ex- M-1. As soon as period of 89 days expired services of workman automatically came to an end. On the request of the workman he was again employed for the similar period and so on, copy of such letters are Ex. M-2 and M-3. Ultimately workman was removed from service on 17th March, 1987. Order in that respect is Ex. M-4. He also deposed that order of termination included the subject of notice regarding termination of services of workman. In cross-examination he admitted this fact that no separate notice was issued to workman prior to terminating his services and no retrenchment compensation was paid to him.

Workman Shri Arunesh Dutt appeared as AW-1 he supported his case as narrated above by saying that he joined service of respondent-management on 21st October, 1981 as a Secretary of Hema Majra Co-operative Society. His services were terminated on 1st October, 1983 without issuing any notice and without making payment of retrenchment compensation.

Ld. Authorised Representative of the management urged that the appointment of workman was for a limited period and so on contractual basis, so as soon as the period of employment expired his services automatically came to an end. But there are certain letters of Bank which are Ex- M-2, M-3 *vide* which service length of the workman had been extended by the respondent from time to time. He also drawn my attention towards newly inserted amendment in section 2(00)(bb) but this amendment came into force in 1984 while workman was removed from service on 1st October, 1983, so his case is not covered under this amendment because this amendment has got no retrospective effect. As per statement of the workman he remained in continuous service of the respondent from 21st October, 1981 to 1st October, 1983 which shows that he served the respondent more than 240 days, so while removing him from his services it was incumbent upon the respondent-management to have issued one month notice or should have paid one month pay, in lieu of, notice period and retrenchment compensation must have been paid. But as per admission of MW-1 compliance of provisions of section 25(F) of Industrial Disputes Act, 1947 are not made, so his termination is illegal and unjust. So this issue is decided, in favour of, workman and against the management.

Issue No. 2:

The present dispute is between an employee of Co-operative Department and between the management of Central Co-operative Bank in view of full bench judgment of Hon'ble Punjab & Haryana High Court, 1986 I am of the view that Labour Court has got jurisdiction to adjudicate upon such disputes which is between the parties, so this issue is also decided, in favour of workman against the management.

Issue No. 3.

For the foregoing reasons on the basis of my findings on issue No. 1 I order the reinstatement of the workman with continuity in service, however, without back wages because workman did not perform any duty for the respondent during this period and shall be entitled to full wages from to-day. So I pass award regarding the dispute between the parties accordingly.

Dated 14th May, 1987.

V. P. CHAUDHARY,
Presiding Officer,
Labour Court, Ambala.

Endst. No. 1070 Dated 14th May, 1987.

Forwarded (Four Copies) to the Financial Commissioner and Secretary to Govt. Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of Industrial Disputes Act, 1947.

V. P. CHAUDHARY,

Presiding Officer,
Labour Court, Ambala.

No. 9/1/87-Lab/4834.—In pursuance of the provision of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Ambala in respect of the dispute between the Workman and the Management of M/s. (i) Secretary H.S.E.B. Chandigarh (ii) S.D.O. OP. Sub-Division Haryana, H.S.E.B., Ajrana Kalan (Kurukshetra): —

IN THE COURT OF SHRI V. P. CHAUDHARY, PRESIDING OFFICER, LABOUR COURT,
AMBALA

Reference No. 51 of 1986

SHRI BHUVNESH KUMAR, SON OF SHRI KESHAV NAND, 118 CHOWDHARY MOHALLA
KAITHAL AND THE MANAGEMENT OF THE MESSRS SECRETARY, H. S. E. B.
CHANDIGARH. (II) S. D. O. 'OP' SUB-DIVISION, HARYANA, H. S. E. B. AJRANA
KALAN (KURUKSHETRA)

Present:—Shri Rajeshwar Nath, for workman.
Shri P. S. Sharma, for respondent.

AWARD

The Hon'ble Governor of Haryana in the exercise of its powers conferred—vide clause (C) of Sub-section (i) of section 10 of the Industrial Disputes Act, 1947 referred dispute between Shri Bhuvnesh Kumar and Messrs H.S.E.B. etc to this Court. The terms of the reference are as under:—

“Whether termination of services of Shri Bhuvnesh Kumar is just and correct, if not, to what relief is he entitled?”

Workman alleged that he had been working in the employment of respondent management as a daily wages T. Mate. He served the respondents from 10th October, 1979 to April, 1982. Due to shortage of material his services were terminated on 27th April, 1982,—vide verbal orders of Junior Engineer, with the direction that as and when the material will be available, he shall be called back on his work. He further alleged that while retrenching his services certain junior person were kept in job, namely S/Shri Gurmukh Singh, Babu Ram, Siri Chand and Ramesh Chand. He prayed that his termination is violative to provisions of section 25(F) of Industrial Disputes Act, 1947. He prayed for his reinstatement with continuity in service and with full backwages etc.

Respondent management contested the dispute and contended that the reference is bad for non-joinder of proper and necessary parties. The reference is bad for delay and laches. It was further contended that workman abandoned his services on 24th April, 1982. First of all he absented himself from duty on 18th April, 1982 and came back on duty on 23rd April, 1982 and thereafter he never turned up thus he abandoned his services of his own. Accordingly his name was struck off from the rolls due to his long absence. It was further prayed that petition is against facts and law it may be dismissed with costs.

Workman filed replication through which he controverted the contentions of the respondent management.

On the pleadings of the parties the following issues were framed:—

Issues :

1. Whether termination of services of workman is illegal and in correct, if so, its effect ? OPW
2. Relief .

I have heard Authorised Representatives of the parties and have perused the oral and documentary evidence placed on the file. My issue-wise findings are as under:—

Issue No. 1.

In support of this issue workman examined himself and he deposed that he joined service of respondent management on 10th October, 1979 and his services were terminated in April, 1982 without any notice, without making payment of any retrenchment compensation. Certain junior persons are kept in job or even thereafter other person employed by the respondent management. He applied for service to Shri Q.P. Chaudhary, S.D.O. but even then he was not given job.

Respondent management examined Shri O.P. Chaudhary, S.D.O. H.S.E.B., P.A. to Superintending Engineer, Kurukshetra he deposed that workman was employed on daily wages basis under his control. Workman left his job out of his own free will on 23rd April, 1982 and thereafter he never reported on duty. Shri O. P. Chaudhary further stated that he remained posted up to 9th October, 1982 till then worker never came back to join the job of respondent management. He stated that he cannot say whether certain other person have been employed after leaving the job by the workman of the respondent management. He further stated that no compensation was paid to workman, no notice was given to workman because his services were never terminated by the respondent management. Workman tendered into evidence Ex -A1 a certificate issued by Shri O. P. Chaudhary which reads that work and conduct of Shri Bhuvensh Kumar was satisfactory.

in view of the above evidence the case of the parties is clear. Management has taken a clear stand that workman left job of the respondent of its own while workman stated that his services were terminated by the respondent in violation of provisions of section 25 (F) of Industrial Disputes Act, 1947.

I think that statement of Shri O. Chaudhary is most worth relating who deposed that workman left the job of his own. This fact finds further support from Ex A-1. This certificate was taken by the workman while leaving the job of the respondent management. Otherwise there was no necessity of such a certificate if the workman wanted to continue in the job of the respondent management.

The another circumstances which goes against the workman is that he served demand notice upon the respondent management after a lapse of five years which shows that workman got job some where else and due to that fact he did not serve any demand notice upon the respondent management. There is an plausible explanation from the side of the respondents that workman had been employed on daily wages basis when he remained absent for a considerable period in those circumstances name of the workman was struck off from the rolls of respondent management.

In view of my above discussion I reach at the conclusion that in fact workman left the job of his own, his services were never terminated, so this issue is accordingly decided, in favour of management against the workman.

Issue No. 2.

For the foregoing reasons on the basis of my findings on issue No. 1 I hold that workman left job of his own he was not retrenched. However, I would like to make mentioned here that if the work and material is available in the respondent management, so the workman be taken in job on daily wages as a fresh. I pass award regarding the dispute between the parties accordingly.

Dated 6th May, 1987.

V.P. CHAUDHARY,
Presiding Officer,
Labour Court, Ambala.

Endst. No. 1001, dated 6th May, 1987.

Forwarded (Four Copies) to the Financial Commissioner and Secretary to Govt. Haryana Labour and Employment Departments, Chandigarh as required under section 15 of Industrial Disputes Act, 1947.

V. P. CHAUDHARY,
Presiding Officer,
Labour Court, Ambala.

The 8th July, 1987

No. 9/1/87-6Lab./4924.—In pursuance of the provision of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Ambala in respect of the dispute between the Workman and the Management of M/s B.D. Viz Proprietor, Suraj Theatre, Sector-1, Panchkula (Ambala).

IN THE COURT OF SHRI V. P. CHAUDHARY, PRESIDING OFFICER,
LABOUR COURT, AMBALA

Reference No. 174 of 1986

Misc. Ref. No 70887

SHRI SOM PARKASH SHARMA, C/O SHRI J. K. JAIN D.C.M. CLOTH HOUSE AMBALA, KALKA ROAD, PURANA PUNCHKULA AND THE MANAGEMENT OF THE B. D.VIZ PROPRIETOR, SURAJ THEATRE, SECTOR-1 PANCHKULA (AMBALA).

Present :—

None for workman.

Shri Jasbir Singh, for respondent.

AWARD

The Hon'ble Governor of Haryana in the exercise of its powers conferred,—*vide* clause (c) of sub-section (i) of section 10 of Industrial Disputes Act, 1947 referred dispute between Shri Som Parkash and M/s B. D. Viz Proprietor, Suraj Theatre, Panchkula to this Court. The terms of the reference are as under :—

“Whether termination of services of Shri Som Parkash workman is just and correct, if not to what relief is he entitled?”

Workman alleged that he joined service of respondent-management on 28th January, 1985 as a work Munshi. His services were terminated on 28th March, 1986 without issuing any notice and without making payment of retrenchment compensation. He prayed that his termination is violative provisions of section 25 (F) of Industrial Dispute Act. He prayed for his reinstatement with continuity in service and with full back wages.

Notice was issued to respondents. They were represented by Shri Janak Raj Sharma. Reference was fixed for filing written statement for 13th May, 1987. On that day Shri Jasbir Singh filed written statement on behalf of respondent while workman and his Authorised Representative absented, so reference is dismissed in default.

Dated the 13th May, 1987.

V. P. CHAUDHARY,
Presiding Officer,
Labour Court, Ambala.

Endst. No. 1073, dated the 15th May, 1987.

Forwarded (Four Copies) to the Financial Commissioner and Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of Industrial Disputes Act, 1947.

V. P. CHAUDHARY,
Presiding Officer
Labour Court, Ambala.

No. 9/1/87-6Lab./4929.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Ambala in respect of the dispute between the Workman and the Management of M/s (i) S. T. C. Haryana Chandigarh, (ii) General Manager, Haryana Roadways, Jind.

IN THE COURT OF SHRI V.P. CHAUDHARY, PRESIDING OFFICER, LABOUR COURT, AMBALA

Reference No. 8 of 1987

SHRI RAGHBIR SINGH, S/O SHRI LEHARI SINGH, V. & P. O. JATIA, TEHSIL BAVANI KHERA, DISTRICT BHIWANI AND THE MANAGEMENT OF THE MESSRS S.T.C. HARYANA, CHANDIGARH; (II) GENERAL MANAGER HARYANA ROADWAYS, JIND.

Present :

None for the workman.

Shri Radhey Sham, ADA for respondent.

AWARD

The Hon'ble Governor of Haryana in the exercise of its powers conferred,—*vide* clause (C) of sub-section (i) of Section 10 of Industrial Disputes Act, 1947 referred dispute between Raghbir Singh and Messrs S.T.C. etc to this Court. The terms of reference are as under :—

“Whether termination of services of Shri Raghbir Singh, workman is just and correct, If not, to what relief is he entitled?”

Workman alleged that he joined service of respondent-management on 6th November, 1976 in the pay scale of Rs. 440± usual allowances. His services were terminated on 8th June, 1984 in violation of provisions of section 25 (F) of Industrial Disputes Act, 1947. He prayed for his reinstatement with continuity in service and with full back wages.

Reference was fixed for filing written statement for 11th May, 1987. Respondent-management was represented by Shri Radhey Sham, ADA, but workman absented, So the reference is dismissed in default.

V. P. CHAUDHARY,
Presiding Officer,

Dated the 11h May, 1987.

Labour Court, Ambala

Endst. No. 1064, dated the 13th May, 1987.

Forwarded (four copies) to the Financial Commissioner and Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

V. P. CHAUDHARY,
Presiding Officer,
Labour Court, Ambala.

No. 9/1/87-6Lab/4931.—In pursuance of the Provision of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Ambala in respect of the dispute between the workman and the management of M/s S.T.C. Haryana, Chandigarh (ii) General Manager, Haryana Roadways, Jind.

IN THE COURT OF SHRI V. P. CHAUDHARY, PRESIDING OFFICER, LABOUR COURT, AMBALA

Reference No. 14 of 1987

SHRI SHIV KUMAR S/O SHRI SHER SINGH C/O TRADE UNION COUNCIL PATIALA (PUNJAB) AND THE MANAGEMENT OF THE MESSRS S.T.C., HARYANA CHANDIGARH. (II) GENERAL MANAGER, HARYANA ROADWAYS, JIND.

Present :—

None, for workman.

Shri Radhey Sham, ADA for respondent.

AWARD

The Hon'ble Governor of Haryana in the exercise of powers conferred,—vide clause (C) of sub-section (i) of section 10 of Industrial Disputes Act, 1947 referred dispute between Shri Shiv Kumar and Messrs S.T.C. Haryana, Chandigarh etc. to this court. The terms of the reference are as under :—

“Whether termination of services of Shri Shiv Kumar workman is just and correct, if not, to what relief is he entitled?”

Workman alleged that he was in the employment of respondent management for the last three years. He had been drawing pay Rs. 400 P.M. His services were terminated on 22nd July, 1985 without any notice, charge-sheet, inquiry and retrenchment compensation etc. He prayed for his reinstatement with continuity in service and with full back wages.

Respondent-management was served. Shri Radhey Sham ADA appeared for the respondent. Five letters were despatched to workman, in spite of, that he did not turn up. so the reference is filed with the orders that whereabouts of workman are not known. The reference be filed for the time being, it shall be taken up as and when workman appeared.

V. P. CHAUDHARY,
Presiding Officer,
Labour Court, Ambala.

Dated the 11th May, 1987.

Endst. No. 1063, dated the 13th May, 1987.

Forwarded (Four copies), to the Financial Commissioner and Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of Industrial Disputes Act, 1947.

V. P. CHAUDHARY,
Presiding Officer,
Labour Court, Ambala,